



February 5, 2023

PROJECT: RFP for MRO, Janitorial, Plumbing, Electrical, Industrial

Dear Prospective Submitter:

You are invited to submit a sealed proposal for the above project. A copy of the Public Notice, Procurement Requirements, & a Questionnaire are attached. Please make certain you complete and sign the Questionnaire and complete the Conflict of Interest language located in the Procurement Process section O and return with your proposal.

If there are any questions, you may call me at (423) 229-9419.

Sincerely,

A handwritten signature in blue ink that reads "Brent Morelock". The signature is fluid and cursive.

Brent Morelock, CPPO, CPPB
Assistant Procurement Manager

REQUEST FOR PROPOSAL

Sealed Proposals for the following will be received by the Procurement Manager until 4:00 P.M. Eastern Time, February 28, 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: RFP for MRO, Janitorial, Plumbing, Electrical, & Industrial Items

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 February 15, 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No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals.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: 2/5/23

Chris McCartt
City Manager

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on February 28, 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 Permanent Life Insurance
- 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, February 15, 2023 and addendum will be issued by 4:00 P.M., Eastern Time, on February 20, 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.

MRO, Janitorial, Plumbing, Electrical, Industrial Items
Request for Proposal for the City of Kingsport/Kingsport City
Schools

PART I - INTRODUCTION

The City of Kingsport, Tennessee is requesting proposals from qualified vendors interested in providing MRO, Janitorial, Plumbing, Electrical, Industrial Items necessary for use by the City of Kingsport & Kingsport City Schools; hereinafter referred to as City & Schools.

Overview: City of Kingsport/Kingsport City Schools

The City supplies MRO, janitorial, plumbing, electrical, industrial items to approximately 20 different buildings. All deliveries for the City have three delivery locations, 609 W. Industry Dr., 853 Bays Mountain Park Rd., & 1820 Meadowview Pkwy.

Some of the most ordered janitorial items include, but are not limited to, large roll toilet paper, brown roll towels, white roll towels, 5 gal. buckets of NABC, 45 & 15 gallon trash bags, Clorox clean up, 24 oz. mop heads, rubber gloves, hand soap. There are approximately 150 toilet paper roll holders, 100 hand sanitizer dispensers, 125 soap dispensers, & 15 NABC stations in City buildings.

The Schools have 16 school locations for deliveries to be made to (see next page). Some of the most ordered janitorial items include, but are not limited to, trash bags, filters, paper towels, toilet tissue, soap, mops, brooms, chemicals, floor wax, floor stripper, top scrub, vacuum bags.

The most ordered equipment includes, but is not limited to, bathroom machines, carpet cleaners, floor scrubbers, back pack sprayers, floor buffers, carpet shampoos, & vacuum cleaners.

Chemicals with provided dispensers include, but are not limited to, BC-15, tri-base multipurpose cleaner, damp mop, peroxy multipurpose, HDQ C2 disinfectant cleaner, consume deodorant, halt disinfectant, glass cleaner, bathroom cleaner, xcelente multipurpose cleaner.

Between the City & Schools, some of the most ordered MRO, plumbing, electrical, & industrial items include, but are not limited to:

Building Materials	concrete/asphalt mixes, concrete patchers, trowels, concrete anchors, & lumber
Electrical	metal fittings, fuses, light bulbs, extension cords, & heat shrink tubing
Garden/Seasonal	stakes, shovels, brown mulch, cypress mulch, soils, & wood mulch
Hardware	sockets/wrenches/pliers, a variety of nuts, bolts, & washers, spring links, tool bags & boxes, ratchet straps, a variety of saw blades, cam locks, door stops, dremel accessories, drill bits, screws, swivel bolt snaps, & tape measurers
Paint	paint/spray paint, liquid nails, paint brushes/rollers, & paint trays
Plumbing	PEX/PVC/DWV fittings, galvanized & brass fittings, PVC/PEX pipe, PVC cutters, couplings toilet wax rings & toilet bowl to floor bolt sets, manual flush valves, faucet aerators & connectors, bathroom faucets, & P-traps

Preferred Proposal Requirements

Online store that is personalized to our needs that can be accessed by custodians at each school.

A software approval system that allows management to approve purchases

Delivery to all locations.

On-site training of products and equipment.

A local store that walk-in purchases can be made @ discounted rates.

Completed signed proposal inclusive of questionnaire.

No minimum quantity/volume of items will be guaranteed to be purchased by the City/Schools during the contract term.

Delivery Locations for the Schools

DB	1 Tribe Way Kingsport, TN 37664
North	2533 N. John B. Dennis Hwy Kingsport, TN 37660
Cora Cox	520 Myrtle Street Kingsport, TN 37660
Sevier	1200 Wateree Street Kingsport, TN 37660
Robinson	1517 Jessee Street Kingsport, TN 37664
Adams	2727 Edinburgh Channel Rd, Kingsport, TN 37664
Jackson	600 Jackson Street Kingsport, TN 37660
Jefferson	2216 Westmoreland Avenue, Kingsport, TN 37664
Johnson	1001 Ormond Drive Kingsport, TN 37664
Kennedy	1500 Woodland Avenue Kingsport, TN 37665
Lincoln	1000 Summer Street, Kingsport, TN 37664
Roosevelt	1051 Lake Street Kingsport, TN 37660
Washington	1100 Bellingham Drive Kingsport, TN 37660
Palmer	1609 Fort Henry Drive, Kingsport, TN 37664
ASC	400 Clinchfield Street, Kingsport, TN 37660
Maintenance	1000 Poplar Street, Kingsport, TN 37660

Response Process:

The process for selecting an appropriate vendor for MRO, Janitorial, Plumbing, Electrical, and Industrial Items is designed to attract competitive proposals from companies supportive of complementing the City & Schools.

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

1. Completed signed proposal inclusive of required documents.
2. Financial structure of proposal
3. Term of proposal
4. Ability to service contract in accordance with City/Schools needs & requirements
5. City of Kingsport Code of Ordinances & applicable state law

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 bid 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 by the committee. The date for that recommendation is not yet known.

Additional Information

Financial Proposal- Respondent must outline its financial proposal including: availability, delivery timeframe, delivery cost if any.

Term- The contract will be awarded for a period of five (5) years with a five (5) year renewal option providing all terms, conditions and costs are acceptable to both parties. The City reserves the right to rebid at the end of any contract period.

Contract Servicing Plan- Respondent must outline its plan to service the contract's requirements of product ordering and delivery, as well as any maintenance needs that shall arise throughout the term of the contract.

MRO, Janitorial, Plumbing, Electrical, Industrial Items RFP Questionnaire

This questionnaire shall be completed in its entirety, signed, and included with your proposal. Failure to include this completed questionnaire may result in rejection of your proposal.

Vendor Name: _____

Vendor Address: _____

Vendor Contact Information: _____

Authorized Signature of Vendor's Representative: _____

1. Does your proposal offer the City participation in a National Purchasing Cooperative Pricing Agreement? Yes or No _____

If you answered yes, what is the name & contract number of the cooperative agreement?

If you answered yes, what categories of items are available to be purchased under this cooperative agreement? _____

If you answered yes, what is the discount percentage offered to the City of Kingsport by item category? _____

If you answered yes, approximately how many items are included in this agreement? _____

2. Does your proposal offer the City enrollment in a cash rebate incentive program based on sales volume? Yes or No _____

If you answered yes, what is the annual cash rebate percentage? _____

3. Does your proposal offer the City access to an online ordering software platform? Yes or No

If you answered yes, briefly summarize the benefits/capabilities this online ordering software platform provides to the City and if there is an additional cost for this value added service.

MRO, Janitorial, Plumbing, Electrical, Industrial Items RFP Questionnaire

4. Does your proposal offer the City an allowance for delivery of items? Yes or No _____

Briefly summarize the process for delivery of items to the City once an order is placed and explain what fees and terms are applicable:

5. Does your proposal offer the City a means to procure items locally at a discounted price such as a warehouse or retail store when needed? Yes or No _____

If you answered yes, please note the location(s) of the local facility and what categories of items are available for purchase at discounted rates? Include additional information regarding this local facility(s) such as number of employees, hours of operation, SKU's, etc.

6. Does your proposal include an allowance for dispensers, such as those for hand towels, hand soap, and toilet paper? Yes or No _____

Explain the cost of each dispenser and the terms of installation for these various dispensers.

MRO, Janitorial, Plumbing, Electrical, Industrial Items RFP Questionnaire

7. Does your proposal offer the proper equipment for all locations to properly mix the purchased chemicals (ex. chemical mixing stations that properly mix the recommended amount of chemical with water)? Yes or No _____

8. Does your company offer any other supplies other than custodial supplies (such as: electrical, HVAC, plumbing supplies, hardware and lawn and garden equipment)? Yes or No _____

If you answered yes, list the categories of items that are available to be purchased.

9. Does your proposal offer training modules for equipment and chemicals? Yes or No _____

10. Does your proposal offer on-site training provided by vendor representatives for new and existing products? Yes or No _____

If you answered yes, is there an additional cost for on-site training? Yes or No _____