March 13, 2022

PROJECT: Kingsport Landfill Services

Dear Prospective Submitter:

You are invited to submit a sealed price proposal for the above project. A copy of the Public Notice, and Request for Proposal are attached. Please make certain your Proposal is signed by an authorized representative of your company. Please include a signed and notarized Affidavits Form with your proposal. Other items may be required to be included in your proposal so please read the documents thoroughly.

If you have questions please contact me at (423) 229-9315 or email brentmorelock@kingsporttn.gov. We look forward to receiving your proposal.

Regards,

Brent Morelock
CPPO, CPPB
Procurement Manager
REQUEST FOR PROPOSALS

Sealed Proposals for the following project will be received by the Procurement Manager until 4:00 P.M., Eastern Time, April 5, 2022, and at that time publicly opened in Conference Room 436, 4th Floor, City Hall located at 415 Broad Street, Kingsport, TN. All compliant proposals will be considered for award or rejection at a later date.

PROJECT: Kingsport Landfill Services

Documents for the above referenced items are available online at

https://www.kingsporttn.gov/city-services/purchasing/. Interested parties may also contact the Procurement Department at (423) 229-9419.

A Pre-bid conference will be held in Conference Room 436, 4th Floor, City Hall located at 415 Broad Street, Kingsport, TN at 1:00 P.M., Eastern Time, March 24, 2022.

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No submitted proposals may be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, Tennessee 37660, and marked as specified in the RFP. 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: 03/13/22 

Chris McCartt 
City Manager
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. By submission of this form, the vendor is certifying that no conflicts of interest exist.

5. Do you or any officers/owners/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
________________________________________

6. Are you or any officers/owners/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
________________________________________

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.

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:________________________________________________________
I. Introduction

A. Overview and Statement of Intent
The City of Kingsport is seeking a vendor to perform limited services at our Construction & Demolition Landfill. The key goals of this RFP are the procurement and delivery of clay for daily cover as needed, along with optional pricing for the grinding and removal of wood waste and tires as needed.

B. Owner
City of Kingsport
Contact: Procurement Manager
415 Broad Street, Kingsport, TN 37660
423-229-9315
Fax 423-224-2433

II. Schedule

1. Proposal Submittal
Sealed Proposals are to be submitted on or before (4:00 p.m.), (April 5, 2022). Any bids received after this date can be rejected at the City’s discretion.

Three copies are to be submitted to the address above.

Bids shall remain valid for a period of sixty days (60) days from submission.

2. Proposal and Completion Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP documents issued</td>
<td>March 14, 2022</td>
</tr>
<tr>
<td>Preproposal Meeting</td>
<td>March 24, 2022</td>
</tr>
<tr>
<td>Proposal form and submittals due</td>
<td>April 5, 2022</td>
</tr>
<tr>
<td>RFP awarded</td>
<td>within 60 days</td>
</tr>
<tr>
<td>Vendor begin work</td>
<td>On or about July 1, 2022</td>
</tr>
</tbody>
</table>
Submittal to City of the enclosed proposal forms will acknowledge Proposer’s agreement with this time schedule.

3. Proposal Award
The award, if made, shall be made to 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. The City maintains the right to award this solicitation to multiple vendors if it proves to be in the best interest and advantage to the City. Award will be made in accordance with the City of Kingsport code of ordinances.

III. RFP Package

1. Contents
The items listed below are available via the City’s Procurement Department internet Site:

   http://purchasing.kingsporttn.gov/

   1. Proposal Document
   2. Proposal Forms
   3. Affidavits Form

2. Preproposal Conference
A preproposal conference will be held at 1:00 P.M. on March 24, 2022 in Conference Room 436 at Kingsport City Hall located at 415 Broad Street. Attendance is not mandatory to proposal.

3. Explanation to Proposers
Any explanation desired by a Proposer regarding the meaning or interpretation of the proposal package must be requested in writing to the City in email to BrentMorelock@Kingsporttn.gov by (March 29, 2022), to allow sufficient time for a reply to reach all prospective proposers before the submission of their Proposal Any information given to a prospective Proposer concerning the proposal package will be furnished to all prospective Proposers as an addendum. Receipt of an addendum by a Proposer must be acknowledged on the Proposal form.

4. Modification and Withdrawal of Proposal
Prior to the proposal submittal deadline, any proposal submitted may be modified, withdrawn or resubmitted by notifying the City. Withdrawal notices and revised bids shall be submitted in writing and must be received on or
before the proposal submittal deadline. No proposal may be modified, withdrawn, or cancelled by the Proposer, except upon the express permission of the City. In no event shall a proposal be modified, withdrawn or resubmitted if the City is not notified of a request for such before the submittal deadline.

5. Experience
The City requires that all Proposers must have sufficient experience in services of this type, size and complexity in order to submit a proposal for the project.

Proposers must provide the client or company where similar tasks were performed. Please provide the name of an individual who can discuss the working relationship with your company, together with their address and telephone number and a brief description of the activities performed. The City may elect to contact these individuals as part of its evaluation of the proposal.

It is the intent of the City to award to the most qualified Proposer, provided the proposal has been submitted in accordance with the requirements of the RFP package and does not exceed the funds available. The City shall have the right to waive any informality or irregularity in any proposal(s) received and to accept the proposal(s) which, in its judgment, is in its own best interests. The City reserves the right to reject any and all proposals for any reason.

The criteria the City will use in evaluating the proposals are as follows (listed in no particular order of priority):

- Experience in desired services;
- unit cost;
- reputation of the firm in completing past work (references); and
- demonstrated understanding of the scope.
- City of Kingsport code of ordinances

6. Familiarity with Project Premises and Conditions
Prior to submitting a proposal, the Proposer is invited to inspect the site locations and its surroundings. Although the Proposer is not required to make such an inspection before bidding, for the purposes of the award it shall be conclusively presumed that by failing to make such an inspection, the proposer has waived the right to later claim extra payment for conditions which would have been evident had the site been inspected.

7. Insurance Requirements
Proposer shall at its own expense secure and maintain in effect throughout the duration of and for a period of one year after the contract insurance of the following kinds in no less than the limits specified for itself as well as for any of its subcontractors. The types of policies and limits listed below are the minimum required for the Proposer and 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 herein.

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 by a City approved alternate. A Certificate of Insurance is required upon award and shall include the following language: “The City of Kingsport, Tennessee, its governing body, elected officials, officers, volunteers, agents, and employees as additional insureds for the full limits of all policies listed herein or otherwise applicable on a primary and noncontributory basis.” And, “Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder.”

Proposer shall provide a complete certified copy of any policy including all endorsements and exclusions upon request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial general liability:**

Proposer shall have coverage on an ISO CGL Special Coverage Form or its equivalent for Bodily Injury, Property Damage, Contractual, and XCU (Explosion, Collapse, and Underground) coverages in the amount of $1,000,000 per occurrence and $2,000,000 in a general aggregate.

(B) **Workers’ Compensation:**

Workers’ compensation coverage shall be issued with the State of Tennessee listed in 3A of the policy and provide benefits as required by Title 50 of the Tennessee Code Annotated without limit. The policy shall include Employer’s Liability coverage in the amount of $1,000,000.

(C) **Business Auto Coverage:**

Proposer shall have and maintain, at least, $1,000,000 combined single limit coverage for bodily injury and property damage caused by any owned, non-
owned, or hired vehicles including trailers and mobile equipment that is subject to financial responsibility, licensure, or registration.

Proposer understands and agrees to pay for any deductible of it or any of its subcontractors for any claim arising from any policy covering this agreement. It is further agreed that any insurance protection required by this Agreement or otherwise provided by Proposer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City, its governing body, elected officials, officers, volunteers, agents, and employees. Proposer waives and shall have its insurers waive, its rights of subrogation.

IV. Submittal Requirement

A. Base Proposal Submittals
All proposal submittals shall be sent to the City at the above address. The following narratives are required to be submitted with the proposal form, pricing form, and affidavits form:

1. Clay Borrow
Proposer shall submit in detail the method of operations, equipment usage, location and information regarding the clay borrow site to include but not limited to the TDEC permit for site.

B. Alternate(s) Submittals

2. Grinding Services
Proposer shall submit in detail the method of operations, specifications for equipment to be used, site presence and requirement to perform this work, and intent for disposal. (Clarification in regards to site presence is the proposer planning on working at the landfill one day a week, multiple days a week, one week a month, how much room is need, etc.)

V. Services

A. Clay

• Delivery and disposal (stockpiling) of clay classified material from a TDEC permitted site to the City of Kingsport’s Landfill. Landfill is located at 1921 Brookside Lane.
• Delivery will be coordinated with City of Kingsport landfill representative at least forty-eight hours before hauling.

• City reserves the right to decline delivery due to weather, material not presently needed, holidays, or other circumstances outside City control.

• The proposer shall be responsible for excavating the clay material from a TDEC permitted site, hauling the clay material from the permitted site to the City of Kingsport Landfill, and disposing the clay material at the location in the landfill determined by the City of Kingsport.

• The proposer shall provide the City of Kingsport documentation verifying their site is permitted by TDEC.

• Proposer shall verify and provide documentation to City the soil type is a clay soil; classified by geotechnical analysis of both soil gradation and Atterberg limit analysis.

• All labor, equipment, materials, erosion and sediment control, and any other work required for completing this work shall be included in the unit price. No additional payment will be made.

• Unit price proposals. Payments shall be based upon actual weighed quantities as measured at the Landfill’s weigh station.

• Proposer shall be responsible for maintaining a safe working environment for everyone.

• Work can be performed Monday through Saturday. The landfill will open at 7:30 AM. No work will be allowed on Sundays.

• Funding is by the City of Kingsport.

• Invoices shall be submitted monthly for payment by City.

B. Grinding Services (ALTERNATE #1)

• Proposer shall provide equipment, personnel and any other associated items to grind, load, and dispose of wood waste from landfill.

• Wood waste is collected as a City service to Kingsport residents, as well as dumped at landfill by contractors or citizens.

• All labor, equipment, materials, erosion and sediment control, and any other work required for completing this work shall be included in the unit price. No additional payment will be made.

• Unit price proposals. Payments shall be based upon actual weighed quantities as measured at the Landfill’s weigh station.
- Proposer shall be responsible for maintaining a safe working environment for everyone.
- Work can be performed Monday through Saturday during normal landfill operations. The landfill will open at 7:30 AM. No work will be allowed on Sundays.
- Funding is by the City of Kingsport.
- Invoices shall be submitted monthly for payment by City.

C. Grinding Services (ALTERNATE #2)
- Proposer shall provide equipment, personnel and any other associated items to grind wood waste at landfill. Debris to be left for City landfill personnel to move.
- Wood waste is collected as a City service to Kingsport residents, as well as dumped at landfill by contractors or citizens.
- All labor, equipment, materials, erosion and sediment control, and any other work required for completing this work shall be included in the unit price. No additional payment will be made.
- Unit price proposals. Payments shall be based upon actual measured quantities of pile as loaded into grinder.
- Proposer shall be responsible for maintaining a safe working environment for everyone.
- Work can be performed Monday through Saturday during normal landfill operations. The landfill will open at 7:30 AM. No work will be allowed on Sundays.
- Funding is by the City of Kingsport.
- Invoices shall be submitted monthly for payment by City.

D. Grinding Services (ALTERNATE #3)
- Proposer shall provide equipment, personnel and any other associated items to remove disposed tires from landfill.
- Used tires less than 19.5 inches are collected as a City service to Kingsport residents, as well as dumped at landfill by businesses.
- All labor, equipment, materials, erosion and sediment control, and any other work required for completing this work shall be included in the unit price. No additional payment will be made.
- Unit price proposal. Payments shall be based upon actual weighed quantities as measured at the Landfill’s weigh station.
• Proposer shall be responsible for maintaining a safe working environment for everyone.
• Work can be performed Monday through Saturday during normal landfill operations. The landfill will open at 7:30 AM. No work will be allowed on Sundays.
• Funding is by the City of Kingsport.
• Invoices shall be submitted monthly for payment by City.

E. Grinding Services (ALTERNATE #4)
• Proposer shall provide equipment, personnel and any other associated items to grind cut tires at landfill. Debris to be left for City landfill personnel to move.
• Used tires are collected as a City service to Kingsport residents, as well as dumped at landfill by businesses.
• All labor, equipment, materials, erosion and sediment control, and any other work required for completing this work shall be included in the unit price. No additional payment will be made.
• Unit price proposal. Payments shall be based upon actual number of tires ground.
• Proposer shall be responsible for maintaining a safe working environment for everyone.
• Work can be performed Monday through Saturday during normal landfill operations. The landfill will open at 7:30 AM. No work will be allowed on Sundays.
• Funding is by the City of Kingsport.
• Invoices shall be submitted monthly for payment by City.

VI. Proposal Form and Definition

A. Proposal Form
A proposal form is provided at the end of this document.

B. Cost Per Unit
Quantities shown on the proposal form are for unit pricing the service to enable the City to evaluate the proposers. It will be the successful proposer’s responsibility to verify actual quantities associated with work. Payment will be made based on actual quantities.

C. Subsequent Year Renewal
Selected proposer will enter into a base agreement of one year for these services with subsequent one year renewals up to a total of five years. After the initial one year agreement, one year renewals shall be completed at least 90 days prior to expiration.

D. Alternate Award
The proposal alternates can be awarded and removed at the City’s discretion with 30 days written notice.
Gentlemen:

The undersigned propose to provide the City of Kingsport Landfill Services and all work pertinent thereto, including any and all work and materials that may be necessary to complete the work with the adjoining work in a proper and workmanlike manner at the following rates, and upon the terms and conditions of the "Legal Notice" heretofore published by the City of Kingsport, specifications and special provisions secured from the City Engineer of the City of Kingsport and the ordinances of the City and the direction of, and to the satisfaction of, the City Engineer, at the following rates to wit:

The material shall be a clay classified soil from a TDEC permitted site. Contractor shall be responsible for providing the TDEC permit information to the City. The ton (T) unit price shall include all effort, materials, and any other incidental work required to excavate the clay material from the permitted site, loading the clay classified soil into the delivery vehicle, hauling the clay classified soil from the permitted site to the City of Kingsport's Landfill, and disposing (stockpiling) of the clay classified soil at the City's directed location at the Landfill.

**BASE PROPOSAL**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUAN</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6,000</td>
<td>TONS (T)</td>
<td>EXCAVATION, LOADING, HAULING, AND DISPOSAL OF CLAY SOIL</td>
<td>(Payment will be based on weights recorded at the landfill's weigh station.)</td>
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<tr>
<td>ALTERNATE #1</td>
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<tr>
<td>10,000</td>
<td>TONS (T)</td>
<td>GRINDING, LOADING, AND DISPOSAL OF WOOD WASTE</td>
<td>(Payment will be based on weights recorded at the landfill's weigh station.)</td>
<td></td>
<td></td>
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<tr>
<td>ALTERNATE #2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30,000</td>
<td>CY</td>
<td>GRINDING OF WOOD WASTE &amp; LEAVING GRINDS ON SITE</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>ALTERNATE #3</td>
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</tr>
<tr>
<td>125</td>
<td>TONS (T)</td>
<td>REMOVAL OF DISPOSED TIRES (19.5 inches and smaller)</td>
<td>(Payment will be based on weights recorded at the landfill's weigh station.)</td>
<td></td>
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<td>ALTERNATE #4</td>
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</tr>
<tr>
<td>12,000</td>
<td>TIRE (EA)</td>
<td>GRINDING OF TIRES &amp; LEAVING GRINDS ON SITE</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature & Date