

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M., Eastern Time, December 21, 2023, and at that time publicly opened in Conference Room 436, City Hall located at 415 Broad Street., Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: City of Kingsport Paving Equipment Rental

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

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

No submitted proposals may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of proposals.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 "Paving Equipment Rental". 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: 12/02/23

Chris McCartt
City Manager

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on December 21, 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 Paving Equipment Rental
- 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- E. No submitted Proposal may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.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, December 14, 2023 and addendum will be issued by 4:00 P.M., Eastern Time, on December 15, 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.

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



Streets & Sanitation Division

MEMO

To: Interested Vendors

From: Tim Elsea, Assistant Public Works Director

Date: December 2, 2023

Regarding: Request for Proposals – Equipment for City of Kingsport Paving Operations

Evaluation of Proposals:

- Provide equipment to be operated by City the Kingsport streets division personnel on various roadways throughout the City Limits.
- Vendor shall provide the following equipment on rental:
 - 1 – Wirtgen W120CFI Milling Maching or equivalent. One day of set-up and operational training shall be included in proposal price.
 - 1 – Broce Broom RCT-350 or equivalent.
- Vendor shall provide a monthly cost for equipment for the duration provided on the proposal form.
- City shall provide vendor a two-week notice of when equipment needs to be delivered.
- City shall provide vendor a forty-eight (48) hour notice of when equipment needs to be picked up. This notification shall serve as the cutoff for billing purposes.
- Vendor shall provide pricing for delivery and pick up of equipment.
- Vendor shall provide pricing for insurance on equipment while rented by City of Kingsport. The City will review and compare with pricing from our insurance company. Please provide insurance requirements with your proposal.
- Vendor shall credit the City of Kingsport for lost/down time due to inoperable equipment.
- Vendor shall bill the City on a monthly cycle.
- City anticipates utilizing this equipment for 4 days a week for the-duration provided on the bid form, pending weather or unexpected field conditions. It is estimated that the rental(s) will occur starting April 1, 2024 and extend through October 31, 2024.
- City shall be responsible for fuel required for operation of equipment. The City shall also be responsible for moving the equipment between job sites once it has been initially delivered to the City.

- All labor, equipment, materials, and any other work required to fulfill this equipment rental bid shall be included in the unit prices. No additional payment will be made.
- All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals shall be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.
- Firms and/or teams responding to this RFP shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. After Proposals have been opened, any selected entity notified by the City should be prepared to meet with the Evaluation Committee at the time and date determined by the City of Kingsport. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for Proposals. Determination of firms' qualifications shall be based on their written responses to this RFP and information presented to the Evaluation Committee during oral interviews, if any.
- In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information or references from the submitting entity or others.
- Provided it is in the best interest of the City of Kingsport, the firm or team determined to be the most responsive to the City of Kingsport, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contractual negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary.
- If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team. Proposals will be evaluated on the following major categories:

Evaluation Criteria:

A. Equipment Functionality (25 points)

Milling machine shall be able to perform milling functions on a radius. Example would be milling a cul-de-sac curb line.

Weight of milling machine shall not exceed 22 tons.

Maneuvering of the milling machine shall occur via a steering wheel.

B. Equipment Dependability (20 points)

The evaluation will include two (2) references regarding work for organizations with needs similar to the City's, and the feasibility of the Proposer's approach for the provision of the Services.

Due to the nature of work and time constraints, in the event of equipment failure or malfunction, the vendor shall repair or replace equipment within forty-eight (48) hours of notification. How can vendor meet this requirement?

C. Cost Effectiveness and Value (40 points)

Under this criterion, Proposals will be compared in terms of the most reasonable, and or most effective pricing cost options. The Evaluation Committee will also take into consideration any indirect costs associated with the services and administration of the Agreement.

D. Acceptance of Terms of the Contract (15 points)

The City will evaluate the Proposals for response and compliance with the terms, conditions, requirements, and specifications stated in this RFP. Regardless of exceptions taken, Proposers shall provide pricing based on the requirements and terms set forth in this RFP.

- Submit questions to Brent Morelock, Procurement Manager at BrentMorelock@Kingsporttn.gov by December 14th at 4:00 pm. Addenda will be issued by no later than 4:00 pm on Thursday December 15th. RFP opening on December 21st at 4:00 pm in Conference Room 436 at Kingsport City Hall.

Board of Mayor and Aldermen
 c/o Purchasing Agent
 City of Kingsport
 Kingsport, Tennessee

Gentlemen:

The undersigned propose to provide the **City of Kingsport Equipment Rental for Paving Operations** 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:

<u>ITEM NO.</u>	<u>QUAN</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>	<u>TOTAL COST</u>
1	7	MONTH	RENTAL OF WIRTGEN W120CFI MILLING MACHINE OR EQUIVALENT	_____	_____
2	7	MONTH	RENTAL OF BROCE BROOM RCT-350 OR EQUIVALENT	_____	_____
3	1	LS	DELIVERY FEE FOR RENTAL EQUIPMENT	_____	_____
4	1	LS	PICK UP FEE FOR RENTAL EQUIPMENT	_____	_____
5	1	LS	INSURANCE TO COVER EQUIPMENT RENTAL	_____	_____
			PROJECT TOTAL:		_____

 Signature & Date