



December 14, 2022

PROJECT: RFP for Mowing of Various Locations

Dear Prospective Submitter:

You are invited to submit a sealed price proposal for the above project. A copy of the Public Notice, Procurement Requirements, Specifications, & Price Proposal Form are attached. Please make certain you complete and sign the Price Proposal Form 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 written in a cursive style and is contained within a rectangular box.

Brent Morelock, CPPO, CPPB
Assistant Procurement Manager

REQUEST FOR PROPOSAL

Sealed Price Proposals for the following will be received by the Procurement Manager until 4:00 P.M. Eastern Time, January 12, 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 Mowing of Various Locations

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 December 22, 2022 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No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals.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: 12/14/22

Chris McCartt
City Manager

PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on January 12, 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 Mowing of Various Locations
- 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 22, 2022 and addendum will be issued by 4:00 P.M., Eastern Time, on December 28, 2022 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.
- 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.

City of Kingsport, TN
Contracted Mowing Services
2023 Specifications

I. General

A. Scope of Services

- 1) The City of Kingsport, TN desires to contract on a seasonal basis with a Contractor or Agency for mowing and trimming of selected areas.
- 2) The mowing season will begin on or about March 14, 2023 and extend to approximately November 25, 2023.
- 3) The Contractor shall furnish all labor, equipment, and materials to safely and adequately perform the mowing and trimming operations.
- 4) The City of Kingsport reserves the right to award this proposal to multiple vendors.

B. Pre-Proposal Conference

- 1) A pre-proposal meeting is scheduled for 10:00 am on December 20, 2022 in the Public Works Conference Room located @ 415 Broad Street, Kingsport, TN 37660 Conference Room 436 to review the specifications, set expectations, and review the sites to be serviced.
- 2) Attendance at the pre-proposal meeting is strongly encouraged. You will be provided maps of each location and have the opportunity to ask questions.

C. Minimum Proposer Requirements

All Proposer must;

- 1) Completed Proposal Form
- 2) Have sufficient and skilled staff to perform the services required
- 3) Include a reference page with a minimum of 3 reference. Please list contact names, telephone numbers, and email address, which the City can use in the verification process
- 4) Proof of insurance
- 5) Completion of Conflict of Interest language located on under Procurement Process section O

D. Criteria for selection – Prospective vendors 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
- 5) Past Performance (if applicable)

- E. Rejection
The City of Kingsport reserves the right to reject any proposal.
- F. Addenda
Any interpretation, correction, or change of the RFP will be made by an addendum.
- G. 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.
- H. Invoicing
- 1) The contractor shall prepare a written invoice to be submitted monthly for the service provided. The invoice shall list the individual locations for which payment is requested, the date mowed, the unit cost for mowing the location and total amount due.
 - 2) **The invoicing for Park Maintenance locations must be on a separate invoice from the Ground Maintenance locations.**
- I. Liability and Insurance
- 1) The successful bidder must comply with the following insurance requirements:

Workmen’s Compensation – which shall provide protection against any liability imposed by the Workmen’s Compensation Law of the state in which the work is performed.

Liability Insurance – to defend, indemnify and save harmless the City from all claims and suits for injury or destruction of property and from all expenses in defending said claims and suits, including court costs, attorney’s fees and other expenses caused in any way by the acts or omissions of the Contractor or the Contractor’s agents, employees, or subcontractors during or in connection with said work, excepting on the property damage and bodily injury or death caused by the sole negligence of the City, its agents or employees.

Minimum required coverages are \$500,000 for property damage and \$1,000,000 for liability.
 - 2) A Certificate of insurance shall be furnished to the City at the time of contract award wherein the types and amounts of coverage are documented.

II. SPECIFICATION OF SERVICES

- A. Scope of work
- 1) All sites shall be mowed and trimmed at regular intervals to maintain a neat and uniform appearance.
 - 2) Mowing shall occur approximately one time per week at each site and **in no case shall more than 7 calendar days pass between mowing for Borden Park and the**

Aquatic Center. For the remaining locations no more than 10 calendar days pass between mowing unless approved or directed by the City.

- 3) The City reserves the right to postpone mowing operations when weather or other conditions necessitate a reduction of the mowing services. If mowing is suspended, the Contractor will not receive compensation. Payment is due only for services provided.
- 4) **Sites shall be trimmed every time they are mowed** at the same time they are mowed.
- 5) Each cutting/trimming shall be completed the same day or next day they are started.
- 6) All litter in the mowing areas such as paper, cans, bottles, branches, etc. **must be picked up and disposed of prior to mowing or trimming.**
- 7) All non-turf areas such as sidewalks, parking lots, streets, landscaping beds, etc. shall be free of clippings and cutting debris via means of blowers, sweepers, or other equipment.

B. General Conditions

- 1) All work must be performed within the codes, standards, and municipal ordinances, and must meet all federal, state and local regulations.
- 2) All employees working for the Contractor must wear the proper clothing and safety equipment.
- 3) The Contractor shall be responsible for providing and for the placement of any safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles in accordance with the U.S. Department of Transportation (DOT) Manual on Uniform Traffic Control Devices (MUTCD), and/or applicable state and local laws and regulations.
- 4) All work shall only be conducted Monday through Saturday and only during the hours of daylight to dusk.

C. Equipment

- 1) All mowing equipment shall be mechanically sound and reliable.
- 2) All mower decks shall be equipped with discharge chutes **which must be in place at all times when mowing.**
- 3) All blades will be sharp and properly adjusted for height and cutting sharpness.
- 4) Mowers are to be set to cut at a minimum of 2 ½" inches and no greater than 3 ½" inches. Mowing height can vary within the range depending on growth rates, moisture, grass type, and other factors as approved by the City.
- 5) All machinery shall be operated by trained and qualified personnel.

D. Mowing

- 1) Prior to mowing, **all litter and loose debris shall be removed from the mowing areas.** At no time shall any litter be mowed over.
- 2) All items of a permanent nature shall be left in place and mowed/trimmed around. This is especially important in any cemetery sites. If a question arises as to whether

or not an item can be moved, the Contractor shall immediately contact the City for direction.

- 3) Care shall be taken when mowing any areas where the public is present. This is extremely important in any park areas where children are present.
- 4) Mowing patterns should be changed regularly to avoid rutting.
- 5) Mowing shall be coordinated to prevent the depositing of mowing debris into planters, landscape beds, playground structures, etc., as possible. Any clippings blown into these areas shall be removed immediately.
- 6) Care shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, etc., and **the Contractor shall be responsible for any damage caused by its operations.**

E. Trimming

- 1) Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time a site is mowed.
- 2) Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, play areas, next to buildings, trash cans, benches, and any other obstacles to provide a neat and even appearance to the entire site.
- 3) All turf terminations at sidewalks, paved areas, and landscape beds shall be neatly trimmed to prevent overgrowth.
- 4) Care shall be taken as not to damage any obstacle including trees by string trimming.

F. Communication

- 1) The Contractor shall provide the City with a means of immediate communication regarding emergencies or any other issue that may arise.
- 2) If there are any questions in regards to the location and/or dimensions of a mowing site, the Contractor should contact the City for clarification before work begins.
- 3) Falsification or misrepresentation of a site as mowed and trimmed when the work has not been completed will be dealt with in a legally provided manner.
- 4) Periodic inspections of mowed areas shall be made by the City to confirm Contractor compliance with these specifications. In the event that completed sites are not meeting these specifications, the Contractor will be expected to correct the issue(s) at no cost to the City. The City also reserves the right to terminate any contract entered into subsequent to this Proposal when, in the opinion of the Director of Public Works, or his representative the Contractor has failed to perform satisfactorily any portion of the requirements stipulated. Any such termination will be subject to written notification by the City wherein the reasons for termination shall be plainly stated.
- 5) **Renewal Option**
The contract may be renewed providing all terms, conditions and costs are acceptable to both parties. The City reserves the right to rebid at and end of any contract period.

Contracted Mowing Locations 2023

Grounds Maintenance Locations

Item #	Locations	Cost per Mow/Trim
1	Mount Claire Cemetery	
2	911 Center (Unicoi Street)	
3	Cypress Street Lot (Corner off of Fort Henry Drive)	
4	Cleek Road (from Orebank Road to Stone Drive)	
5	New Fordtown Road (Tri Cities X-ing to base of I-26 Bridge)	
6	Rock Springs Walkway (Rocksprings Valley to Cox Hollow)	
7	Lynn Garden Drive Clover Leaf at Stone Drive	
8	Wilcox Drive from Sullivan Street to East Center Street	
9	Netherland Inn Road Roundabout	
10	Lincoln Street/East Sullivan Court Intersection	
11	Main Street Train Station	
12	South Wilcox Drive	
13	Sullivan Gardens Parkway	
14	Wilcox Extension	
15	Meadowview Parkway	
16	Jennings Drive	
17	Boatyard Cemetery	
18	Spring Meadow Ct. and Park Meadow Pl.	
19	Salt Shed located at 1895 Moreland Dr.	
20	Netherland Inn Rd lot	
21	Airport Pkwy.	
22	Exit 66	
23	Fort Henry Median	
24	Front of J. Fred Johnson Stadium	
25	Bi-weekly Bush Hogging/Finish Mow Stone Dr./ I-26 interchange	

Park Maintenance Locations

1	Lynn View (Inside Lower Fence, does not include FB field. Includes upper baseball field at corner of Frank St. and Walker St.)	
2	Riverwalk Park (near Industry Drive)	
3	Preston Park (Suffolk St)	
4	Edinburgh Park (Upper and Lower Areas)	
5	Rock Springs Community Center (Rock Springs Road)	
6	Lynn View C C (does not include inside fenced areas)	
7	Highland Park	
8	Rotherwood Park	
9	Hammond Park	
10	Rotary Park	
11	Borden Park	
12	Dale Street Park	
13	Sevier Street Park	
14	Allandale Mansion	
15	Renaissance Center	
16	V.O. Dobbins	
17	J. Fred Johnson Park	
18	Civic Auditorium	
19	Scott Adams Memorial Skate Park	
20	Aquatic Center	
21	Old Legion Pool Area	
22	Bi-weekly Bush Hogging/Finish mowing of Gibson Springs	

Vendor Name: _____

Telephone Number: _____

Email Address: _____

Contact Person: _____

Signature: _____