

# Request for Statements of Qualifications #52114 for Industrial Equipment and Related Parts and Service

**PURPOSE:** The City is requesting Statements of Qualifications (SOQ's) from qualified firms with experience in furnishing industrial equipment and related parts and service for participation in a Multi-Year Contract (up to 5 years). Each qualifying vendor will receive a Contract to provide industrial equipment and related parts and service as needed for the T.E. Maxson and M.C. Stiles Wastewater Treatments Plants. An award of a Contract does not guarantee vendors will receive any orders. The purpose of this RFQ is to identify vendors for inclusion in a "vendor pool", of which can provide the services/products described herein on as and when-required bases.

**SCOPE OF WORK:** The work to be performed is for providing industrial plant equipment and related parts and service based on categories.

**DUE DATE:** Statements of Qualifications will be received No Later Than 12:00 noon local time on Wednesday, January 27, 2021.

**QUESTION AND ANSWER:** Questions concerning this Request For Statements of Qualifications should be directed to Alan Meadors at 901-636-4313 or Mars Natuplag at 901-636-0305.

**SUBMITTAL REQUIREMENTS:** Vendor shall submit, in a sealed packet, one (1) original (clearly marked as such on the document as "ORIGINAL") and one (1) printed copy of its SOQ on or before the due date and time listed above, to the address provided below. Each responding vendor is required to complete a submittal form (attached) with category of equipment selected. Included with the bidder's submittal shall be bidder's warranty on equipment and related parts and service. Such warranties shall be for a period not less than 12 months.

**USPS (or other common carrier)**  
City of Memphis  
Purchasing Department, Room 354  
125 N. Main Street  
Memphis, TN 38103

**Hand Delivery**  
City of Memphis  
Main Lobby – Bid Drop Box  
125 N. Main Street  
Memphis, TN 38103

The label should identify the contents as:

**Your company name & address.**

Industrial Equipment and Related Parts and Service, **RFQ # 52114**

**MINIMUM QUALIFICATIONS:** Each vendor shall have a minimum of five (5) years of experience representing manufacturer or national company in the category of equipment, parts, materials, and supplies to be provided. Each vendor eligible to receive a Contract resulting from this Request for Statements of Qualifications will be required to provide proof of insurance before a Contract will be issued. Insurance requirements are listed at the end of this document.

**AWARD OF ORDERS:** The responding vendor with the lowest and best overall price quote submitted for each Request for Quotes will be awarded a Work Order for the specific services and/or product listed in the Request for Quotes. Invoices shall be submitted upon receipt of the ordered item.

**GENERAL CONDITIONS FOR REQUESTS FOR QUOTES:**

1. The quote shall list parts and materials, shipping dated, and expected delivery date. All orders shall be FOB, freight pre-paid. No sales taxes shall apply.
2. A full copy of the warranty covering the Parts and Labor shall accompany each quote sent in response to the request for quote received.
3. The City reserves the right to disqualify vendors for specific categories based on previous performance under their contract.
4. Each invoice shall reference the contract number in which the order has been placed.

**INSURANCE REQUIREMENTS FOR VENDOR SELECTED FOR CONTRACT  
AWARD:**

The Vendor shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Vendor shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Vendor. The Vendor is required to provide copies of the insurance policies upon request. The Vendor shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Vendor.

The Vendor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Vendor, its employees, subcontractors, or agents, or any negligent act or omission of Vendor, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Vendor's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

**Vendor shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Vendor's insurance policy from Vendor's insurer. Such notice shall be provided to City by registered mail, to the following addresses:**

City of Memphis  
Attn: Risk Management  
170 N. Main St., 5<sup>th</sup> Floor  
Memphis, TN 38103

City of Memphis  
Attn: Purchasing Agent  
125 North Main, Room 354  
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the

Certificate of Insurance shall also state: “The additional insured endorsement is attached to the Certificate of Insurance.”

**WORKERS COMPENSATION:**

The Vendor shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**UMBRELLA LIABILITY with minimum limits of:**

\$ 2,000,000 Each Occurrence / \$2,000,000 Each Aggregate

**PROPERTY INSURANCE:**

The Vendor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise.

The Vendor shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Vendor.

The Vendor is required to provide copies of the insurance policies upon request.

**STATEMENT OF QUALIFICATIONS FOR INDUSTRIAL EQUIPMENT AND  
RELATED PARTS AND SERVICES**

**SUBMITTAL FORM**

1. Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

2. Industrial Equipment Manufacturer Represented (check all that apply)

\_\_\_ Ford (Trucks)

\_\_\_ Case Construction  
Equipment

\_\_\_ Clark (Fork Lifts)

\_\_\_ Dodge (Trucks)

\_\_\_ Champion (Motor Grader)

\_\_\_ Freightliner (Trucks)

\_\_\_ General Motors (GMC  
Trucks)

\_\_\_ Volvo Construction  
Equipment

\_\_\_ John Deere Lawn  
/Construction Equipment

\_\_\_ Chevrolet (Trucks)

\_\_\_ Terex-Genie (Fork Lifts)

\_\_\_ CAT Heavy Equipment

\_\_\_ Hotsy Equipment  
Company (Pressure Washer)

\_\_\_ Bobcat Company (Skid  
Steer)

\_\_\_ JLG Equipment (Forklift)

\_\_\_ Harben (Pressure  
Washer)

\_\_\_ Sullair (Portable Air  
Compressor)

\_\_\_ Ingersoll Rand (Portable  
Air Compressor)

\_\_\_ Sullivan-Palatex  
(Portable Air Compressor)

\_\_\_ PLCs and related  
equipment \_\_\_\_\_

\_\_\_ Other \_\_\_\_\_

1. Years in Business Representing Manufacturer and Description

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2. Three Job References Related to Category

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3. Additional Information

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