



City of Columbia Industrial Development Board (IDB)
City of Columbia Industrial Development Board (IDB) Agenda
October 29, 2024 - 4:00 PM

**700 North Garden Street
Conf. Room A - Basement
Columbia, TN 38401
Phone: 931-560-1510**

Anyone requesting accommodations due to disabilities should contact Wanda McClain, at (931) 560-1570 prior to the meeting.

- I. Call to Order.**
- II. Official Notice.**
- III. Approval of Minutes.**

SEPTEMBER 24, 2024 MINUTES

ATTACHMENTS: September 24, 2024 IDB Minutes

- IV. Old Business .**
- V. New Business.**

BID AWARD FOR HEAVY EQUIPMENT RENTAL FROM H&E EQUIPMENT FOR EXCAVATION WORK AT COLUMBIA RAIL SITE

INFORMATION: A bid was opened on October 28, 2024, for Heavy Equipment Rental. Three vendors responded. United Rentals was the low bidder, but is unable to provide one of the pieces of equipment needed. The second low bid was H&E Equipment Services, and it is the Purchasing Agent's recommendation to go with H&E Equipment Services due to their ability to provide all three pieces of equipment requested.

ATTACHMENTS: Equipment Rental Memo, Bid Tab - Heavy Equipment Rental October 2024, Bid Packet from H&E Equipment Services

- VI. Maury Alliance Update .**
- VII. City Update.**
- VIII. Other Business.**
- IX. Next Meeting.**
- X. Public Comments.**
- XI. Tentative 2024 Meeting Schedule.**

NOVEMBER - TBD
DECEMBER - TBD

XII. Adjourn.

Industrial Development Board (IDB) City of Columbia Industrial Development Board (IDB) -
COLUMBIA, TENNESSEE

September 24, 2024 - 4:00 PM

Call to Order

The meeting of the Industrial Development Board was called to order by Vice Chair Baxter.

Members present were: Darlene Baxter, Manuel Young, Ernie Allen and Bill Marbet. Others in attendance were: City Manager Tony Massey, Assistant City Manager Thad Jablonski, Executive Secretary Liz Bermudez and Maury County Chamber & Economic Alliance President Wil Evans and Vice President Travis Groth, City Engineer Glenn Harper, Public Works Director Jeff DeWire, and Public Works Assistant Director Jeff Riggins. Board Members Bob Morgan and Bo Holloway were absent.

Official Notice

Approval of Minutes

Item – JULY 30, 2024 MINUTES

Minutes of the July 30, 2024 meeting were reviewed. Bill Marbet moved the minutes be approved. The motion was seconded by Ernie Allen. The motion was unanimously approved by those in attendance.

Old Business

New Business

Item – APPROVE AGREEMENT WITH TVA TO RELOCATE POWER LINES AT THE COLUMBIA RAIL SITE

Travis Groth gave the board a brief update on this project. The City Engineer, Public Works Director and Assistant Director spoke about the site prep. Mr. Massey mentioned all the work that Chairman Morgan put into this project. Ernie Allen moved to approve the agreement with TVA to relocate power lines at the Columbia Rail Site. The motion was seconded by Manuel Young. The motion was unanimously approved by those in attendance.

Maury Alliance Update

City Update

An update on the Columbia Mall was given to the board.

Other Business

Industrial Development Board (IDB) City of Columbia Industrial Development Board (IDB) -
COLUMBIA, TENNESSEE

September 24, 2024 - 4:00 PM

Next Meeting

The next meeting is scheduled for October 22, 2024 at 4:00 p.m., but Mr. Massey said they may change the date.

Public Comments

Tentative 2024 Meeting Schedule

OCTOBER 22, 2024

NOVEMBER - TBD

DECEMBER - TBD

Adjourn

Bill Marbet moved to adjourn the meeting. The motion was seconded by Manuel Young. The motion was unanimously approved by those in attendance. There being no additional business, the meeting ended at approximately 4:30 p.m.

Respectfully submitted,

Bo Holloway, Secretary

Bob Morgan, Chairman



MEMORANDUM

TO: Industrial Development Board

FROM: Thad Jablonski, Assistant City Manager

DATE: October 29, 2024

SUBJECT: Bid Award for Heavy Equipment Rental

The City of Columbia solicited bids for the rental of various pieces of earth moving equipment for the purpose of a mass grading project at the Columbia Rail Site. The construction period is projected to be one (1) month depending upon weather conditions. The requested equipment will be rented for all of the construction period based upon the needs of the project.

Equipment rental bids were opened on October 28 at 2pm. H&E Equipment Services was the most responsive low bidder. Daily, weekly and monthly rates were submitted for the rental of three different types of equipment. H&E Equipment Services submitted the most competitive bid for each type of equipment.

The estimated equipment rental expenses are listed below assuming the types of equipment needed and quantities of each shown for one (1) months' time. Anticipated fuel expense is also shown.

<u>Equipment</u>	<u>Qty.</u>	<u>Total Monthly Rate</u>
30,000 lb., 130 Net HP Crawler Dozer	1	\$7,814.25
30-ton, 23 cubic yard Articulated Truck	2	\$27,600.00
30-ton Hydraulic Excavator	1	\$11,365.75
TOTAL – EQUIPMENT		\$46,780
TOTAL – FUEL (not to exceed)		\$7,000



Invitation to Bid: Heavy Equipment Rental
 Solicitation # 140-1024-06
 Bid Opening: 10/28/2024; 2:00 PM

Vendor	Equipment Description	Make/Model Of Equipment	Daily Rate Including Insurance	Weekly Rate Including Insurance	Monthly Rate Including Insurance	Freight (Delivery plus pickup)
United Rentals (North America) 613 Beechcroft Rd Spring Hill, TN 37174	30,000 lb, 130 Net HP Crawler Dozer	John Deere 700L LGP		\$2,464.45	\$6,376.75	\$900
	30-ton, 23 cubic yard Articulated Truck (2)	N/A	N/A	N/A	N/A	
	30-ton Hydraulic Excavator	Case 300, Hitachi ZX300LC-6 or Kobelco SK300LC-10		\$3,558.10	\$9,602.50	\$900
Thompson Cat 1245 Bridgestone Blvd LaVergne, TN 37086	30,000 lb, 130 Net HP Crawler Dozer	CAT D6K/D4		\$3,980.06	\$9,200.00	
	30-ton, 23 cubic yard Articulated Truck (2)	CAT 730		\$15,861.60	\$32,264.00	
	30-ton Hydraulic Excavator	CAT 330		\$6,524.20	\$13,780.00	
H&E Equipment Services 1231 Bridgestone Pkwy La Vergne, TN 37086	30,000 lb, 130 Net HP Crawler Dozer	John Deere 700	\$1,173.00	\$3,161.50	\$7,814.25	



	30-ton, 23 cubic yard Articulated Truck (2)	John Deere 310P/E or Belle B30E	\$5,092.50	\$11,500.00	\$27,600.00	
	30-ton Hydraulic Excavator	350 John Deere, LinkBelt, Case or Sany 365	\$1,897.50	\$4,617.25	\$11,365.75	

This is a tabulation of all bids received.

Sommar Jaynes, Purchasing Agent

City of Columbia, TN
Bid Sheet 1 of 1
ITB- Heavy Equipment Rental
Solicitation # 140-1024-06

Daily, weekly and monthly rates shall reflect the total based upon the quantity listed.
Any exception taken to the terms and conditions of this invitation to bid shall be fully explained and attached to the bid sheets. In the absence of any attachments concerning exceptions taken, it is agreed that the bid is fully compliant with all terms and conditions as listed.

Equipment Description	Make & Model of Equipment	Qty	Daily Rate including insurance	Weekly Rate including insurance	Monthly Rate including insurance
30,000 lb, 130 Net HP Crawler Dozer	John Deere 700	1	\$1,173.00	\$3,161.50	\$7,814.25
30-ton, 23 cubic yard Articulated Truck	John Deere 310P/E or Belle B30E	2	\$5,092.50	\$11,500.00	\$27,600.00
30-ton Hydraulic Excavator	350 John Deere, LinkBelt, Case or Sany 365	1	\$1,897.50	\$4,617.25	\$11,365.75



**Invitation to Bid – Heavy Equipment Rental
Solicitation 140-1024-06
October 28, 2024**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 PM CST, Monday, October 28, 2024**, and then publicly opened and read aloud for Heavy Equipment Rental.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Sommar Jaynes at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered, you must:

1. Have a copy of a vendor application on file with the City of Columbia prior to final bid award. You may register online using the link furnished on our web page www.columbiatn.com, Finance Department, Purchasing or a paper form may be downloaded from the same site.
2. A completed bid sheet as supplied with this invitation to bid.
3. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
4. All required documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid Equipment Rental** and opening date of bid Monday, October 28, 2024.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or E-mailed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. All costs associated with the preparation or delivery of a response to this invitation shall be borne solely by the bidder. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All cost associated with the preparation of this bid or its delivery shall be borne solely by the bidder.

1. SCOPE

The City of Columbia is inviting bids for the rental of various pieces of earth moving equipment that will be used during a mass grading project in Columbia Tennessee. The construction period is projected to be one to 2 months depending upon weather conditions. The requested equipment will be rented for all of the construction period based upon the needs of the project.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such

taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.

9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits required in number seventeen (17) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent for the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within the invitation to bid. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multiyear contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services,

public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

19. Complaints – Vendors

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

2. INSURANCE

The City will consider the option of adding the equipment to the City's insurance policy during the period the equipment is rented based upon the stated value of the equipment. The City will furnish proof of insurance evidencing coverage and liability of the City in case of a claim shall be limited to the stated value of the equipment

If vendor furnished insurance is provided it shall include full physical damage coverage to the equipment without liability for any deductible or coinsurance from the City.

Vendor shall furnish at the point of rental proof of coverage for Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).

- 3. LAWS, TAXES AND INDEMNIFICATION** – The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include all employment related taxes. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.

Any resulting rental agreement shall be governed by the Laws of the State of Tennessee and any resulting litigation shall be files in the court of appropriate jurisdiction in Maury County Tennessee.

- 4. TIME OF THE ESSENCE** - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of purchase order.

5. PAYMENTS

Payments shall be made no more frequently than weekly in the event that equipment is rented on a daily or weekly basis. Monthly rentals shall be invoiced and paid on a monthly basis. All payment will be made based upon proper invoicing indicating the elapsed time period of the rented equipment rented. Invoices shall be presented for payment to the requesting City department for approval prior to submission for payment.

6. Rental Equipment Warranted Against Defects

The vendor hereby acknowledges and agrees that rental equipment supplied by the vendor in conjunction with this solicitation and resultant contract shall be fit for its particular purpose. In the event any of the rental equipment supplied to the City by the vendor is found to be defective or does not conform to specifications: (1) the rental equipment shall be returned to the vendor at the vendor's expense and the contract cancelled or (2) the City may require the vendor to replace the rented equipment at the vendor's expense with equivalent equipment.

7. Method of Award

As the best interests of the City may require, the City reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received. Multiple vendors may be awarded contracts under this solicitation. When equipment is needed, the primary/lowest priced vendor would be contacted for availability; if the vendor could not supply the equipment when required, the second vendor would be contacted, and so on.

8. Acceptance of Equipment

If vendor-provided rental equipment is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the City's own option, the vendor shall either provide a direct replacement for the rental equipment, or provide a full credit for the returned equipment. The vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

9. Materials Supplied by the City

The City shall replenish all the needed gas, oil and grease for the supplied equipment. All other maintenance items and all services shall be provided by the vendor at no expense to the City.

The vendor shall be responsible for providing equipment fully fueled, oiled, lubricated and in good working condition. The City reserves the right to require replacement of equipment that does not satisfactorily perform the job for which it was intended.

Equipment downtime for more than forty eight (48) hours shall be covered by a replacement machine of equal specifications. If the successful vendor fails to furnish the required replacement within the required time frame, the City reserves the right to obtain the rental equipment from another vendor and the original vendor shall reimburse the City for any differences in costs.

10. Rental of Other Items

Although this solicitation and resultant contract states specific equipment to be rented by the City, it is understood and agreed that the City may add additional equipment to the contract as needs arise. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the City representative may obtain price quotes from all contracted vendors. The City reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

11. Training

The vendor shall provide training to City employees regarding the use of the rental equipment upon request of the using department. The vendor shall bear all costs of manuals, texts, or other instructional materials associated with the required training.

12. Rates:

The rental rates submitted in bids shall include the cost for equipment, delivery and pick up. The City shall not be responsible for any maintenance on the equipment, except for daily fueling and lubrication, as needed.

- The daily rate shall be charged when the equipment has been in the City's possession up to twenty-four (24) hours.
- The weekly rate shall be charged when the equipment is in the City's possession for a consecutive seventy-two (72) hours up to one hundred sixty-eight (168) hours.
- The monthly rate shall be charged for all equipment that is in the City's possession for a consecutive twenty-one (21) days or five hundred four (504) hours.

The intent of the weekly and monthly rates is to establish a cost savings to the City when a piece of equipment is utilized on a longer term basis.

All exceptions to the equipment specifications shall be of equal or greater precision equipment and shall be clearly documented on the submitted quote.

13. Delivery

All equipment shall be delivered to: 2224 Oakland Pkwy, Columbia, TN 38401

All equipment shall be received by noon to be charged for that day. Any equipment delivered after that noon shall not be charged a rental fee until the next business day. Deliveries made after noon on Friday shall not begin accruing rental fees until Monday morning at 8 am. The City reserves the right to pick up the equipment directly from the vendor's location, if it is in the best interest of the City.

14. Equipment Condition:

All equipment shall be in top operating condition. The City reserves the right to reject any equipment that is determined to not be in this condition. The vendor shall be responsible for the costs associated with the transportation of any rejected equipment.

The vendor shall certify that all equipment meets all Occupational Safety and Health Administration (OSHA) requirements. The vendor further certifies that if any of the equipment is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the equipment into compliance with the aforementioned requirement shall be borne by the vendor.

All safety devices installed by the manufacturer shall be in place and in proper working order.

Any equipment that requires repair or replacement shall be done within forty-eight (48) hours. The City shall not be charged for the equipment during the equipment downtime. Any repair that exceeds forty-eight (48) hours shall be replaced with an equal or greater precision replacement.

15. Bid Attachments

- Any exceptions taken to the terms and conditions of the invitation to bid
- Copy of proposed rental agreement