City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

   supply and delivery of sludge polymer for wastewater sludge dewatering

   Purchasing Office Solicitation No.: 2020-007

2. Notice to Bidders publication date: **August 15, 2019**

3. Solicitation release date: **August 16, 2019**

4. Mandatory pre-bid bench testing:

   - Primary date (to be used unless 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding): **August 28, 2019, 10:30 a.m. Central Time**
   - First alternate date (to be used only if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding the primary date): **August 29, 2019, 10:30 a.m. Central Time**
   - Second alternate date (to be used only if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding both the primary date and the first alternate date): **August 30, 2019, 10:30 a.m. Central Time**

5. Mandatory belt-press testing: **to be conducted by appointment made in advance for any Wednesday, Thursday or Friday during September 2019 at 7:00 a.m. or 11:00 a.m. Central Time**

6. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **October 1, 2019, 2:00 p.m. Central Time**

7. Bids submittal deadline and scheduled opening: **October 10, 2019, 2:00 p.m. Central Time**

8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **November 8, 2019**

9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible bidder that submits the lowest priced responsive bid: **November 26, 2019**

10. Target effective date for term of award: **on or about January 1, 2020**

11. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the responsive bid that would result in the lowest cost to the City for sludge polymer to be used by the City to produce dewatered wastewater sludge, all as specified below. See the accompanying Instructions for Bidders for additional information and instructions, including the definitions of the terms "responsible bidder" and "responsive bid."

12. Exceptions:

    a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.

    b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.

    c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

13. General terms and conditions:

    a. Bid price: The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.

    b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, and shall pay any fees therefor, including but not limited to: trade and/or contactor licenses; state, county and/or city business licenses; and construction and/or building permits.

    c. Delivery terms: As a matter of practice, the City expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.

    d. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt by the City of such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services as ordered, net thirty (30) calendar days from date of delivery, or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

    e. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

    f. Use of subcontractors: The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor.

    g. Safe work area: The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

    h. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.

i. Damages: The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.

j. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

k. Refusal to honor submittal: If and after an award is made by the City, if the bidder refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

l. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the bidder indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.

m. Drug-free workplace: The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

> The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

14. Detailed specifications: Please note:

- Bidders shall provide in or with their bid a detailed description of any goods, products, items, software and/or hardware included in their bid, as well as the bid services to be rendered.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

14.1. _____ The City currently utilizes approximately two (2) 275-gallon IBC totes per month of sludge polymer and mechanical belt presses to dewater biosolid sludge produced by the sewerage treatment process at the City's Water Reclamation Facility. The dewatered sludge is hauled by transporters and landfilled. The City is currently under contract for, and work has commenced on, the City's Water Reclamation Facility Expansion Project which includes replacing the belt-press sludge dewatering methodology currently in use. The new sludge dewatering methodology is projected to come on line during calendar year 2022. The City expects the belt-press sludge dewatering methodology currently in use to remain operational until the new sludge dewatering methodology comes on line. This City procurement solicitation no. 2020-007 pertains only to the belt-press sludge dewatering methodology currently in use and does not pertain to any other sludge dewatering methodology the City may utilize in the future.

14.2. _____ The City intends for the Water Management Department to use sludge polymer for wastewater sludge dewatering in the operation of the City's Water Reclamation Facility. Chemical as bid shall be designed and manufactured according to industry standards for this intended use.

14.3. _____ The City's sludge dewatering target is to produce a sludge "cake" that consists of 16% solids after being processed through the belt filter presses.

14.4. _____ The following is a table of actual and projected annual quantities of dewatered sludge production with the current process at the Water Reclamation Facility, by calendar year:

	CY2017 (actual)	CY2018 (actual)	CY2019 (projected)	CY2020 (projected)	CY2021 (projected)	CY2022 (projected)	CY2023 (projected)
U.S. tons of Dewatered sludge	14,045	13,735	14,332*	14,475*	14,620*	14,766*	14,914*

*These figures are based on the belt-press sludge dewatering methodology currently in use. This methodology is scheduled to be discontinued during calendar year 2022.

14.5. _____ Bidders are advised and cautioned that the projected quantities of sludge produced at the Water Reclamation Facility indicated above are estimations only and do not represent guaranteed minimums or maximums.

14.6. _____ Sludge polymer shall be in liquid form.

14.7. _____ For the quantity of the bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target of 16 percent noted above, the bidder shall price the bid polymer in U.S. dollars per U.S. pound of polymer. Appendix A as attached to the Bid Submittal Form shall be completed by each bidder. This table shall include the data from the results of the belt-press solids analysis.

14.8. _____ The monetary value of each bid shall be measured in U.S. dollars per year and shall be calculated from (a) the bid unit pricing of bid polymer and (b) the quantity of bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target using the estimated dewatered sludge production at the Water Reclamation Facility for calendar year 2021 as listed in the above actual and projected sludge production table.

14.9. _____ The quantity of bid chemical necessary for the City to achieve the City's wastewater sludge dewatering target of 16% minimum shall be determined by pre-bid bench testing (to be performed by the potential bidder) and belt-press solids analysis (to be performed by the City) conducted at the City's Water Reclamation Facility.

14.10. _____ Pre-bid bench testing will be performed by the potential bidder. The pre-dewatered sludge sample will be obtained and provided by City staff for each bidder. Belt-press solids analysis shall be conducted with the Water Reclamation Facility sludge belt-press speed set at 3.0 feet per minute and the sludge qualifier pump speed set at 85.0%. The sludge polymer feed rate shall be determined by the potential bidder and shall be the minimum necessary for the City to achieve the City's wastewater sludge dewatering target of 16% minimum.

14.11. _____ Pre-bid bench testing and belt-press solids analysis is required of all potential bidders and shall be performed for each sludge polymer product to be bid. Any potential bidder submitting a bid who does not complete both the pre-bid bench testing and belt-press solids analysis as specified will not be considered for award.

14.12. _____ Pre-bid bench testing and belt-press solids analysis shall be performed in accordance with the schedule listed on p. 1 of these Specifications.

14.13. _____ Both pre-bid bench testing and belt-press testing appointments will need to be rescheduled if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the preceding calendar day.

14.14. _____ The City will provide the sludge flow to the sampling point where the City will obtain the pre-dewatered sludge sample for each bidder.

14.15. _____ The City will provide to the bidder the solids feed concentration percentage.

14.16. _____ No more than five (5) sludge polymer products per potential bidder may be tested and analyzed at the pre-bid bench test.

14.17. _____ The City will provide the solids concentration percentage and the sludge flow feed rate to all potential bidders at the pre-bid bench testing date.

14.18. _____ The sludge belt-press testing shall be scheduled by potential bidders with the City Water Reclamation Facility after the pre-bid bench testing.

14.19. _____ No more than two (2) sludge polymer products per potential bidder may be tested and analyzed during the sludge belt-press testing appointment, and no more than one (1) sludge belt-press testing appointment per potential bidder.

14.20. _____ All testing supplies shall be furnished by the potential bidder at no cost to or inconvenience incurred by the City.

14.21. _____ Immediately prior to the belt-press solids analysis, the City shall flush the sludge polymer mixing chamber and supply lines. Such flushing shall be performed in the presence of the potential bidder's representative.

14.22. _____ Removal and proper off-site disposal of any unused sludge polymer after the pre-bid bench testing and belt-press solids analysis is the exclusive responsibility of the potential bidder.

14.23. _____ Additional bench testing and belt-press solids analysis may be required before or after the bid is awarded, upon request of the City. Any required additional testing shall be provided by the bidder at no additional cost to the City.

14.24. _____ If at any time after the bid has been awarded the City is unable to achieve its wastewater sludge dewatering target with a quantity of the bid sludge polymer equal to or less than the quantity of bid chemical necessary for the City to achieve the City's wastewater sludge dewatering target per U.S. ton of dewatered sludge as indicated by the pre-bid bench testing and belt-press solids analysis, then the City may choose to cancel the bid award immediately.

14.25. _____ The bid unit pricing shall be all-inclusive, specifically including supply, delivery and unloading or offloading of the bid chemical, and specifically including removal of any sludge polymer containers identified by the City as ready for removal. City hereby specifically rejects any other fee or surcharge. Examples of such rejected other fees or surcharges include, but are not limited to, fuel charges, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to the bidder's cost of doing business and/or product supply and delivery, such as any example listed above, shall be absorbed by the bidder and shall not be subject to direct pass-through to the City.

14.26. _____ Invoices shall itemize dates and quantities of bid chemical delivered, such quantities to be measured in U.S. pounds.

14.27. Deliveries and removals:

14.27.1. _____ Material may not ship until after receipt of order from the City. Order is not to be placed by the City until after notice of award is issued by the City. Notice of award is not to be issued until after, but typically within two (2) weeks of, date of award.

14.27.2. _____ Sludge polymer shall be delivered in IBC totes with a volume capacity of 275 U.S. gallons.

14.27.3. _____ Deliveries shall be made to the City's Water Reclamation Facility, 135 Claude Yates Drive, Franklin, Tennessee 37064.

14.27.4. _____ Deliveries shall be made within fifteen (15) City business days after receipt of order unless a later delivery / rendering has been authorized in writing by the City.

14.27.5. _____ Failure by bidder awarded the purchase to meet the delivery / rendering schedule shall constitute grounds for the City to cancel order and/or consider bidder awarded the purchase to be in breach of contract.

14.27.6. _____ The bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of City business days after receipt of order.

14.27.7. _____ Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City.

14.27.8. _____ The City shall order sludge polymer in quantities of at least two (2) but not more than six (6) totes per order, with most and possibly all orders being for two (2) totes per order.

14.27.9. _____ The bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.

14.27.10. _____ For each sludge polymer tote delivered to the Water Reclamation Facility, the bidder awarded the purchase shall, at the time of delivery, provide documentation of the date of delivery and the product name, quantity and chemical analysis of the delivered product.

14.27.11. _____ The bidder awarded the purchase shall, at no additional charge, remove from the Water Reclamation Facility and the City's possession any sludge polymer totes that have been identified by the City as ready for removal, provided those totes (a) were previously delivered to the City's Water Reclamation Facility by that bidder and (b) contained sludge polymer when they were so delivered.

14.27.12. _____ The service of removing sludge polymer totes that have been identified by the City as ready for removal shall be rendered within twenty (20) City business days of when the City notifies the bidder awarded the purchase of a minimum of eight (8) sludge polymer totes being ready for removal.

14.27.13. _____ The bidder awarded the purchase shall provide the labor and equipment necessary to unload or offload the bid chemical, at an outdoor location designated by the City and accessible by either a straight truck (vehicle which carries cargo in a body mounted to its chassis) or a standard sized tractor-trailer combination, and to load any sludge polymer totes identified by the City as ready for removal, also at an outdoor location designated by the City and accessible by either a straight truck or a tractor-trailer combination, all in a manner (a) consistent with best practices for shipping and receiving of both the bid chemical in the type of container specified by the City as well as sludge polymer totes that are being removed at the direction of the City, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the chemical and the container, (c) that does not involve City personnel, and (d) without the need for a loading dock.

14.27.14. _____ The City shall position the delivered sludge polymer totes after unloading or offloading by the bidder awarded the purchase.

14.28. Term of award:

14.28.1. _____ The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of a duration to be determined but expected to be between two and three years, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties. The City is targeting an effective date of approximately January 1, 2020.

14.28.2. _____ No options to extend the term of award are anticipated by this procurement solicitation.

14.28.3. _____ During the term of award, the City shall have the option to terminate the award immediately upon notifying the bidder that the City no longer has need to purchase the chemical pursuant to this procurement solicitation when the belt-press sludge dewatering methodology currently in use is discontinued.

14.29. Risk management:

14.29.1. _____ The following information shall be furnished by the bidder along with the submitted bid: manufacturer's literature and data, to include the current safety data sheet (SDS) for the bid chemical.

14.29.2. _____ No chemical shall be bid pursuant to this procurement solicitation unless the manufacturer of the bid chemical has created and maintains the SDS for such chemical on the national MSDSSEARCH repository or the manufacturer's web site so that the information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public.

14.29.3. _____ Bidder shall indicate on its Bid Submittal Form the bid chemical manufacturer's URL for the current SDS for the bid chemical.

14.29.4. _____ By the time of the first delivery, the bidder awarded the purchase shall provide to the City's water reclamation plant superintendent or his authorized representative the SDS for the bid chemical.

14.29.5. _____ No aquatic toxicity or other NPDES permit compliance issues shall result from use of the bid chemical.

14.29.6. _____ The bidder awarded the purchase shall be responsible for adhering to all federal, state and local safety rules and regulations. All employees of the bidder awarded the purchase, and any subcontractors of the bidder awarded the purchase, shall adhere to all safety practices and use of approved personal protective equipment during offloading of chemical.

14.29.7. _____ The bidder awarded the purchase shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or unloading/offloading of chemical in accordance with the City Water Management Department's chemical spill prevention, control and counter-measurement plan (available upon request). All containers delivered may be inspected for leakage upon arrival and prior to unloading. Leaking containers shall not be unloaded and accepted by the City. Response and remediation for any containers determined to be leaking shall remain the responsibility of the bidder awarded the purchase. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the responsibility of the bidder awarded the purchase.

14.29.8. _____ The City shall provide permanent eye-wash stations and showers, to be used as safety water, at or near the location of delivery and offloading of chemical.

14.29.9. Insurance requirements:

14.29.9.1. _____ Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• $1,000,000 Each Occurrence • $2,000,000 General Aggregate • $1,000,000 Personal and Advertising Injury • $2,000,000 Products-Completed Operations Aggregate • Coverage shall be Primary and Non-Contributory • Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder[1] as Additional Insured with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	$1,000,000 Combined Single Limit Each Accident	Certificate Holder[1] only
Workers Compensation[2]	Statutory limits	Certificate Holder[1] only
Employers Liability[2]	• $1,000,000 Bodily Injury Each Accident • $1,000,000 Policy Limit Bodily Injury by Disease • $1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder[1] only
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	$1,000,000 combined single limit	Certificate Holder[1] only

14.29.9.2. _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

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[1] Certificate Holder shall be listed as follows:
City of Franklin
109 3rd Ave. South
Franklin, TN 37064

[2] Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

14.29.9.3. _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

14.29.9.4. _____ The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.