City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-004

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

   supply and delivery of winterized diesel fuel to multiple delivery sites during a term of award

   Purchasing Office Solicitation No.: 2020-004

2. Notice to Bidders publication date: **November 7, 2019**

3. Solicitation release date: **November 7, 2019**

4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **November 13, 2019, 2:00 p.m. Central Time**

5. Bids submittal deadline and scheduled opening: **November 21, 2019, 2:00 p.m. Central Time**

6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **November 29, 2019**

7. 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: **December 10, 2019**

8. Target effective date for term of award: **upon execution of the procurement agreement, tentatively December 20, 2019**

9. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the lowest priced responsive bid to furnish all labor, materials and means necessary to supply and deliver of winterized diesel fuel to multiple delivery sites during a term of award, 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."

10. 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.

11. 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, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, 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.

12. Detailed specifications: Please note:

- 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.

12.1. _____ The City of Franklin seeks a competent, reputable and reliable diesel fuel supply and delivery service provider to supply and deliver upon demand an unknown quantity of winterized diesel fuel to multiple delivery sites, as specified below, for a term of award.

12.2. _____ The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of one (1) year, 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.

12.3. _____ At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the bidder awarded the purchase may choose to exercise an option to extend the term of award four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if the bidder awarded the purchase chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at the City's discretion, such as if the City does not have or anticipates not having a successor service provider selected by the expiration of the term of award, including any extensions anticipated by this procurement solicitation if exercised, the City and the bidder awarded the purchase may negotiate an additional extension beyond such expiration. Note that the City and the bidder awarded the purchase each specifically retain the right, with or without cause, not to extend the term of award.

12.4. _____ The diesel fuel to be supplied and delivered pursuant to this procurement solicitation shall be winterized ultra-low-sulfur diesel fuel for all delivery sites.

12.5. _____ The City of Franklin is exempt from United States and Tennessee fuel taxes. Quoted pricing shall exclude United States and Tennessee fuel taxes.

12.6. _____ Pricing for the winterized ultra-low-sulfur diesel fuel shall be quoted on a cost-plus basis, per gallon, with cost defined as the wholesale rack average for ultra-low-sulfur diesel fuel at the Nashville terminal.

12.7. _____ City hereby specifically rejects any other fee or surcharge. Examples of such rejected other fees or surcharges include, but are not limited to, delivery fuel charges, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Other than the supplier's cost of the winterized diesel fuel to be delivered, as such cost is defined above, any changes to the supplier's and/or service provider's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the supplier and/or service provider and shall not be subject to direct pass-through to the City.

12.8. _____ Pricing for the winterized diesel fuel as quoted shall include the winterizing treatment additive and delivery to the City's sites.

12.9. _____ The winterized diesel fuel is intended for the locations listed on Appendix A (available to potential bidders upon request made to the City of Franklin Purchasing Office (purchasing@franklintn.gov)) and any other sites that may be identified by the City during the term of award.

12.10. _____ The winterized diesel fuel is intended for the following uses: (a) stationary generators at multiple remote locations listed in Appendix A (and any other sites that may be identified by the City during the term of award) as "will-call" sites; (b) off-road machinery and equipment at multiple remote locations listed in Appendix A (and any other sites that may be identified by the City during the term of award) as "keep-full" sites; and (c) any other uses that may be identified by the City during the term of award, possibly including City fleet vehicles that operate on the road, at one or more remote locations listed in Appendix A (and any other sites that may be identified by the City during the term of award).

12.11. _____ Total quantity of fuel to be supplied and delivered pursuant to this procurement solicitation during the term of award is unknown at this time. However, the City anticipates requiring approximately 2,000 gallons per year at the "will-call" sites and approximately 4,000 gallons per year at the "keep-full" sites for an estimated total of 6,000 gallons per year. The City offers this total estimate for informational purposes only and not as a guaranteed minimum or guaranteed maximum.

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

12.13. _____ Bidder awarded the purchase shall provide any labor and equipment necessary to pump the fuel directly into the on-site storage tank in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for City equipment.

12.14. _____ Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.

12.15. For the "will-call" sites:

12.15.1. _____ The margin component of the quoted pricing for the winterized diesel fuel for "will-call" sites shall be held and remain constant throughout the term of award, and shall apply for any and all uses and locations at "will-call" sites as determined by the City, including those that may be identified during the term of award.

12.15.2. _____ The City anticipates placing orders approximately twice per calendar year, once in the spring and once in the autumn of each year. This anticipated frequency and schedule is offered for informational purposes only and not as a guaranteed frequency and schedule.

12.15.3. _____ The products shall be delivered and/or services shall be rendered to the satisfaction of the City within seven (7) calendar days after receipt of order unless a later delivery / rendering has been authorized in writing by the City. Failure by the bidder awarded the purchase to meet this schedule shall constitute grounds for the City to cancel the order and/or consider the bidder awarded the purchase to be in breach of contract.

12.15.4. _____ Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.

12.15.5. _____ During the term of award, if the City identifies other uses of the winterized diesel fuel at existing or additional "will-call" delivery sites, then the same pricing quoted for the specific uses and locations already anticipated by this procurement solicitation shall also apply to any additional "will-call" uses and/or locations so identified by the City.

12.16. For the "keep-full" sites:

12.16.1. _____ The margin component of the quoted pricing for the winterized diesel fuel for "keep-full" sites shall be held and remain constant throughout the term of award, and shall apply for any and all uses and locations at "keep-full" sites as determined by the City, including those that may be identified during the term of award.

12.16.2. _____ The products shall be delivered and/or services shall be rendered to the satisfaction of the City as often as necessary to prevent any of the fuel storage tanks from being less than one-quarter (25%) full unless a lower fuel level has been authorized in writing by the City. Failure by the bidder awarded the purchase to meet this performance standard shall constitute grounds for the City to cancel the order and/or consider the bidder awarded the purchase to be in breach of contract.

12.16.3. _____ During the term of award, if the City identifies other uses of the winterized diesel fuel at existing or additional "keep-full" delivery sites, then the same pricing quoted for the specific uses and locations already anticipated by this procurement solicitation shall also apply to any additional "keep-full" uses and/or locations so identified by the City.

12.17. _____ Pricing for the fuel shall include delivery and pumping into the fuel storage tank. The fuel delivery service provider shall supply its own hose and ability to pump or gravity-feed the fuel from the delivery truck into the fuel storage tank.

12.18. _____ Some of the delivery sites are secured. Access to these sites must be pre-arranged with the City.

12.19. _____ Some of the delivery sites have gravel driveways, and some of the driveways have a steep grade.

12.20. _____ Invoicing shall be itemized by delivery site, delivery date, type and quantity (in gallons) of fuel delivered, and cost and quoted margin per gallon.

12.21. _____ The City of Franklin reserves the right to reject any and all quotes, and to waive formalities.

12.22. _____ Any award shall be memorialized by execution of a Procurement Agreement.

12.23. _____ Any award is not final unless and until City executes City Procurement Agreement and City Purchasing Manager issues a signed notice of award.

12.24. Insurance requirements:

12.24.1. _____ 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 for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder[1] as Additional Insured with Additional Insured endorsement attached
Workers Compensation[2]	• Statutory Limits • Waiver of Subrogation shall apply	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

12.24.2. _____ 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.

12.24.3. _____ 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.

12.24.4. _____ 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.