City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2021-001 through 2021-002

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

   supply and delivery upon demand of each of the following two chemicals: sodium hypochlorite and sodium hydroxide, each being bid independently

   Purchasing Office Solicitation No.: 2021-001 through 2021-002

2. Notice to Bidders publication date: **September 10, 2020**

3. Solicitation release date: **September 10, 2020**

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: **September 22, 2020, 2:00 p.m. Central Time**

5. Bids submittal deadline and scheduled opening: **October 1, 2020, 2:00 p.m. Central Time**

6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 23, 2020**

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: **November 10, 2020**

8. Target effective date for term of award: **January 1, 2021**

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, upon demand and during the term of award, each of the following two (2) chemicals as specified below: sodium hypochlorite and sodium hydroxide. Note that, while the City is soliciting pricing for the two (2) specified chemicals simultaneously, each specified chemical is being bid out separately from and independently of the other. Suppliers are invited to submit bids for either or both of the specified chemicals. 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 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.

12. 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.

12.1. **General**.

12.1.1. _____ The City of Franklin is seeking sealed bids for the supply and delivery, upon demand and during the specified term of award, each of the following two chemicals as specified below: sodium hypochlorite and sodium hydroxide.

12.1.2. _____ While the City is soliciting pricing for the two specified chemicals simultaneously, each specified chemical is being bid out separately from and independently of the other. Suppliers are invited to submit bids for either or both of the specified chemicals.

12.1.3. _____ Bidder shall indicate on the Bid Submittal Form the chemical(s) for which it is competing.

12.1.4. _____ The City intends for the Water Management Department to use the two specified chemicals for the following purposes:

12.1.4.1. Sodium hypochlorite: (a) for the routine production of potable water at the City's Water Treatment Facility; (b) for the routine operation of the odor control systems at the City's Water Reclamation Facility; and (c) for the routine chlorination of reclaimed water prior to distribution from the City's Water Reclamation Facility.

12.1.4.2. Sodium hydroxide: for the routine operation of the odor control systems at the City's Water Reclamation Facility.

12.1.5. _____ Chemicals as bid shall be designed and manufactured according to industry standards for this intended use or, in the case of sodium hypochlorite only, for these intended uses.

12.1.6. _____ The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facilities specified below, the specified chemicals during the specified term of award.

12.1.7. _____ Quoted bid prices are to be offered by the bidder on a per unit basis, and shall be quoted in dollars per specified unit of measure per chemical.

12.1.8. _____ The quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

12.1.9. _____ The supplier shall provide any labor and equipment necessary to unload or offload the chemical in a manner (a) consistent with best practices for shipping and receiving of that chemical, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the chemical, (c) that does not involve City personnel, and (d) without the need for a loading dock.

12.1.10. _____ The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) 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 January 1, 2021.

12.1.11. _____ 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 up to two (2) 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.

12.1.12. _____ Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

12.1.13. _____ Invoices shall itemize dates and quantities delivered.

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

12.1.15. Delivery schedule:

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

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

12.1.15.3. _____ Unless a later delivery has been authorized in writing by the City, products shall be delivered to the satisfaction of the City within twice the estimated time of delivery, measured in number of City business days after receipt of order, indicated by the bidder on its Bid Submittal Form.

12.1.15.4. _____ Failure by the supplier to meet the delivery schedule shall constitute grounds for the City to cancel order and/or consider the supplier to be in breach of contract.

12.1.15.5. _____ 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.

12.1.16. Risk management:

12.1.16.1. _____ 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.

12.1.16.2. _____ 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.

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

12.1.16.4. _____ 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.

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

12.1.16.6. _____ 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 chemicals.

12.1.16.7. _____ 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.

12.1.16.8. _____ 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.

12.1.16.9. Insurance requirements:

12.1.16.9.1. _____ 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

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

Type of Coverage	Limits of Coverage	Certificate of Insurance
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
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

12.1.16.9.2. _____ 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.

12.1.16.9.3. _____ 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.

[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.

12.1.16.9.4. _____ 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.

12.2. **Sodium Hypochlorite:**

12.2.1. _____ Successful bidder shall be required to service both City facilities which utilize **Sodium Hypochlorite**.

12.2.2. _____ City facilities which utilize **Sodium Hypochlorite** and to which chemical is to be delivered:

City of Franklin Water Reclamation Facility
135 Claude Yates Dr.
Franklin, TN 37064

City of Franklin Water Treatment Facility
838 Lewisburg Pike
Franklin, TN 37064

12.2.3. _____ Separate invoices shall be prepared for each City facility.

12.2.4. _____ Strength of chemical shall be 12.5%.

12.2.5. _____ Chemical shall be a liquid.

12.2.6. _____ Delivery shall include filling one or more onsite tanks provided by the City.

12.2.7. _____ Bidder shall price chemical in dollars per gallon of product.

12.2.8. _____ Chemical may be purchased in quantities less than one (1) tanker load per order.

12.2.9. _____ Deliveries shall be made within five (5) City business days after receipt of order.

12.2.10. _____ No aquatic toxicity or other compliance issues shall result from use of this product.

12.2.11. Pertaining to the Water Reclamation Facility only:

12.2.11.1. _____ The estimated quantity of **Sodium Hypochlorite** to be ordered per twelve (12) months is 65,000 gallons. Bidders are advised and cautioned that the indicated estimated quantity represents only an approximate projection and does not represent either a guaranteed minimum or maximum.

12.2.11.2. _____ Normally the City takes one delivery per week, so the average quantity per delivery is approximately 1,250 gallons. A range of quantity per delivery is approximately between 200 and 1,500 gallons.

12.2.11.3. _____ As to the onsite storage devices and capacity, the City has one 5,300-gallon storage tank, one 4,000-gallon storage tank, and one 2,100-gallon storage tank, all above-ground and all City-owned.

12.2.12. Pertaining to the Water Treatment Facility only:

12.2.12.1. _____ The estimated quantity of **Sodium Hypochlorite** to be ordered per twelve (12) months is 26,000 gallons. Bidders are advised and cautioned that the indicated estimated quantity represents only an approximate projection and does not represent either a guaranteed minimum or maximum.

12.2.12.2. _____ Normally the City takes one delivery per week, so the average quantity per delivery is approximately 500 gallons. A range of quantity per delivery is approximately between 150 and 1,000 gallons.

12.2.12.3. _____ As to the onsite storage devices and capacity, the City shall provide two 1,000-gallon storage tanks, both above-ground and both City-owned.

12.3. **Sodium Hydroxide:**

12.3.1. _____ City facility which utilizes **Sodium Hydroxide** and to which chemical is to be delivered:

Water Reclamation Facility
135 Claude Yates Dr.
Franklin, TN 37064

12.3.2. _____ Strength of chemical shall be 25%.

12.3.3. _____ Chemical shall be a liquid.

12.3.4. _____ Delivery shall include filling one or more onsite tanks provided by the City.

12.3.5. _____ Bidder shall price chemical in dollars per gallon of product.

12.3.6. _____ Chemical may be purchased in quantities less than one (1) tanker load per order.

12.3.7. _____ Deliveries shall be made within five (5) City business days after receipt of order.

12.3.8. _____ No aquatic toxicity or other compliance issues shall result from use of this product.

12.3.9. _____ The estimated quantity of **Sodium Hydroxide** to be ordered per twelve (12) months is 20,000 gallons. Bidders are advised and cautioned that the indicated estimated quantity represents only an approximate projection and does not represent either a guaranteed minimum or maximum.

12.3.10. _____ Normally the City takes one delivery per week, so the average quantity per delivery is approximately 385 gallons. A range of quantity per delivery is approximately between 100 and 1,000 gallons.

12.3.11. _____ As to the onsite storage devices and capacity, the City has one 2,000-gallon storage tank, one 1,000-gallon storage tank, and one 500-gallon storage tank, all above-ground and all City-owned.