City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2021-008

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

sanitary landfill disposal of biosolid sludge

Purchasing Office Solicitation No.: 2021-008

2. Notice to Bidders publication date: **September 24, 2020**

3. Solicitation release date: **September 25, 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: **October 6, 2020, 2:00 p.m. Central Time**

5. Bids submittal deadline and scheduled opening: **October 15, 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: **November 6, 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 24, 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 accept, at a sanitary landfill, and properly dispose of biosolid sludge produced by the sewerage treatment process at the City Water Reclamation Facility (wastewater treatment plant) and delivered to that landfill by the City for a term of award and, if exercised, optional extensions thereto, all as specified below. In determining which bid is "the lowest priced responsive bid," the City will consider not only the price per ton quoted by each bidder but also the City's estimated costs of delivering the biosolid sludge to the sanitary landfill for each respective bid. 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. 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.

    d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 not only the bid services to be rendered but also any goods, products, items, software and/or hardware included in their bid.
- 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 seeks bids to accept, at a sanitary landfill, and properly dispose of biosolid sludge produced by the sewerage treatment process at the City Water Reclamation Facility (wastewater treatment plant) and delivered to that landfill by the City for a term of award and, if exercised, optional extensions thereto, all as specified below.

12.2. _____ Bid pricing shall include the bidder furnishing, supplying and providing all necessary labor, tools, equipment, supplies, materials and other items required to render the specified services.

12.3. Insurance requirements:

12.3.1. _____ 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 Holder[1] only
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
Pollution / Environmental Liability	$2,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder[1] as Additional Insured with Additional Insured endorsement attached

12.3.2. _____ 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

[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.

coverage that meets or exceeds the insurance requirements as specified above.

12.3.3. _____ 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.

12.3.4. _____ 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.

12.4. Term of award:

12.4.1. _____ The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of 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.

12.4.2. _____ 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 twice, 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, except for the quoted unit pricing (see below); (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.

12.4.3. _____ During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised pursuant to the provision above for doing so, the City shall have the option to terminate the award immediately upon notifying the bidder awarded the purchase that the City no longer has biosolid sludge it wishes to dispose of pursuant to this procurement solicitation.

12.4.4. _____ Quoted unit pricing for sanitary landfill tipping services shall apply only to the initial term of award. If the term of award is extended beyond the initial term of award pursuant to the provision above for exercising such an option, then the quoted unit pricing for sanitary landfill disposal of biosolid sludge shall be adjusted exactly once for each such extension and exactly by the percentage change between the then most recent U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, U.S. City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, in comparison with the like index figure descriptive for the month of October, 2020, provided that such percentage change shall be no less than 2.5% per year and no greater than 5.0% per year; thus, the price increase from the initial term of award for the first optional extension (the fourth year), if exercised, shall be not less than 7.5% and not greater than 15%, and the price increase from the initial term of award for the second optional extension (the fifth year), if exercised, shall be not less than 10% and not greater than 20%.

12.5. _____ Quoted unit pricing for services to be rendered shall be expressed in terms of U.S. dollars per ton.

12.6. _____ Quoted unit pricing for services to be rendered shall be all inclusive for all services to be rendered and all costs of doing so. City hereby specifically rejects any other fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, State and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes for the bidder awarded the purchase to its cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the bidder awarded the purchase

and shall not be subject to direct pass-through to the City of Franklin.

12.7. _____ Bid shall exclude transportation and shall anticipate that delivery of the biosolid sludge to the sanitary landfill is beyond the scope of any award made by the City pursuant to this procurement solicitation.

12.8. The bidder shall indicate on the Bid Submittal Form:

12.8.1. _____ The name and address of the sanitary landfill at which the biosolid sludge is to be disposed.

12.8.2. _____ The normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill.

12.9. _____ The bidder shall supply with its bid submittal a photocopy of the permit issued by the state of jurisdiction authorizing operation of the sanitary landfill and disposal of biosolid sludge at the sanitary landfill.

12.10. _____ The bidder awarded the purchase shall agree to notify the City of Franklin in advance of any changes to the normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill. Any such notices shall be made in writing and shall be sent to the City by the bidder awarded the purchase the same as for notices as set forth in the City's Standard Procurement Terms and Conditions.

12.11. _____ Regardless of the sanitary landfill's normal hours of operation, sanitary landfill shall regularly and routinely accept deliveries of biosolid sludge from the City of Franklin between the hours of 6:00 a.m. and 2:00 p.m., Monday through Friday.

12.12. _____ In the event the anticipated drive time for a particular delivery of biosolid sludge exceeds the normal drive time for that time of day and day of week by more than 25%, then the City retains the right to deliver that load of biosolid sludge to an alternate sanitary landfill of its own choosing based on pre-established or negotiated unit pricing.

12.13. _____ The bidder specifically acknowledges and accepts the "Safe work area" provision as expressed under "General terms and conditions" above.

12.14. _____ The City estimates the following quantity of biosolid sludge to be disposed of at a sanitary landfill during the term of award: 1,600 tons per month.

12.15. _____ By indicating "C" for comply with this provision, the bidder specifically acknowledges that the quantity of biosolid sludge as estimated above is provided for unit pricing purposes only and does not represent a minimum, actual or maximum quantity to be disposed of by the City at a sanitary landfill pursuant to this procurement solicitation.

12.16. _____ City hereby specifically rejects any minimum or maximum limits on the quantities of solid waste to be disposed of by the City at a sanitary landfill.

12.17. _____ The entrance to the sanitary landfill shall be geographically located within 150 road miles each way of the entrance to the City of Franklin Water Reclamation Facility, 135 Claude Yates Drive, Franklin, Tennessee, 37064. Note that distance between the sanitary landfill and the City Water Reclamation Facility will be factored into the City's evaluation of bids when in determining which bid is "the lowest priced responsive bid" because the City will consider not only the price per ton quoted by each bidder but also the City's estimated costs of delivering the biosolid sludge to the sanitary landfill for each respective bid.

12.18. _____ As of the date of release of these Specifications, the biosolid sludge produced at the City's Water Reclamation Facility (wastewater treatment plant) is **waste-activated sludge**. At some time prior to or during the term of award, the biosolid sludge produced at the City's Water Reclamation Facility may be either **digested sludge** or **class A sludge** instead of waste-activated sludge. Bidders must quote the unit pricing for disposal of each of the three (3) types of biosolid sludge identified above. For bid evaluation purposes only, the City will assume that 60% of the biosolid sludge it delivers during the term of award is waste-activated sludge, 20% is digested sludge and 20% is class A sludge. However, these percentages of biosolid sludge are merely estimated proportions and do not represent minimum, actual or maximum proportions of each of the three (3) types of biosolid sludge identified above to be disposed of by the City at a sanitary landfill pursuant to this procurement solicitation.

12.19. _____ Sanitary landfill shall be permitted to operate as a sanitary landfill authorized to accept waste-activated, digested and class A biosolid sludge. Sanitary landfill shall continuously maintain said permit throughout the term of award.

12.20. _____ Within seven (7) calendar days following the City's issuance of a notice of award, successful bidder shall, at its own expense: (1) notify the state of jurisdiction of the award and the initial term of award; and (2) submit to the state of jurisdiction any and all state-required test results and applications necessary to commence on January 1, 2021 with disposal of the City's biosolid sludge waste stream at the sanitary landfill.